

# Perpetual License Agreement

## DATE

[Date] [Enter the date the agreement is signed here. If the parties sign the agreement on different dates, insert the last date of signature here]

## PARTIES

1. [INDIVIDUAL NAME] of [address] (the Assignor); and
2. Prior To Now Trust registered at 24 Stirtingale Avenue, Bath, Somerset, BA2 2NQ (the Assignee), together, the Parties.

## BACKGROUND

The Assignor owns the Intellectual Property Rights in the Licensed Rights (as defined below).

The Assignor has agreed to license in perpetuity to the Assignee the Licensed Rights on the terms in this Agreement.

## ASSIGNMENT

### 1. Definitions

1.1 In this Agreement, the following words are defined:

"Agreement" means this assignment of Intellectual Property Rights including any Schedules, and any amendments to this Agreement from time to time;

"Licensed Rights" means all copyright and other Intellectual Property Rights in the works and materials, as set out in Schedule 1;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights and including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"Schedule" means any schedule attached to the main body of this Agreement.

### 2. License Consideration

2.1 In consideration of the sum of £1, receipt of which the Assignor now acknowledges, The Assignor hereby irrevocably licenses the Assignee, with full title guarantee, all of the Licensed Rights.

2.2 The I Rights are assigned for the whole term of such rights together with all reversions, revivals, extensions and renewals.

2.3 The rights licensed under this Paragraph 2 include the right to bring proceedings in respect of and recover any damages or benefit from any other remedies in respect of, any infringement of the Licensed Rights whether occurring before, during or after the date of this Agreement.

### 3. Use and care

The Assignee will take reasonable precautions to preserve the objects from damage, loss or theft but shall not be liable should they be damaged, lost or stolen and will be entitled in its absolute discretion to:

- photograph, microfilm or otherwise copy items, in accordance with current copyright legislation
- number items in pencil for identification and security
- organise appropriate conservation treatments, including the physical repair of items, where and when considered necessary
- restrict or withhold public access to items if in a fragile condition until necessary conservation work has been carried out
- place items on public access
- provide copies to members of the public for the purposes of private study and research
- allow verbatim publication of material in whole or in part
- do anything else that is reasonably necessary to conserve and preserve the objects

### 4. Moral rights

4.1 The Assignor waives all of its moral rights in the works and materials set out in Schedule 1, to the maximum extent permitted by applicable law and warrants that all other moral rights in such works and materials have been waived to the maximum extent permitted by applicable law.

### 5. Warranties

5.1 The Assignor warrants to the Assignee that:

- (a) it has the legal right and authority to enter into and perform its obligations under this Agreement;
- (b) it is the sole owner of all right, title and interest in the Licensed Rights;
- (c) it has not licensed or assigned any of the Licensed Rights; and

(d) the Assignee shall enjoy quiet possession of the Licensed Rights and the Assignor shall not do anything that will materially interfere with the Licensed Rights.

5.2 All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

## 6. General

6.1 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter and supersedes all previous agreements, arrangements, and understandings between the Parties in respect of the subject matter.

6.2 If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision (or part-provision) will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

6.3 This Agreement may not be varied except by a written document signed by or on behalf of each Party.

6.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

6.5 The 'Contracts (Rights of Third Parties) Act 1999' does not apply to this Agreement and no third party has any right to enforce or rely on any provision of the Agreement.

6.6 This Agreement shall be governed by and construed in accordance with English law and the courts of England & Wales shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY [individual name] on [date], the Assignor:

.....

SIGNED BY [individual name] on [date], the Assignee:

.....

## SCHEDULE 1 (ASSIGNED RIGHTS)

The photograph as attached at this Schedule 1. [insert photograph(s) here]